

REQUEST FOR PROPOSAL
FOR
AIRCRAFT ENGINE MAINTENANCE SERVICE
PLAN
NEW MEXICO STATE UNIVERSITY

C/O
NATIONAL SCIENTIFIC BALLOON FACILITY
PO BOX 319
PALESTINE, TX 75802

PROPOSALS MUST BE RECEIVED BY

NOVEMBER 16, 2004

4:00 P.M. CST

REFER TO:

RFP NUMBER: NSBF-2004-RFP-RJF-04

NSBF-2004-RFP-RJF-04
TABLE OF CONTENTS

I. GENERAL	4
II. SCOPE OF SERVICES	3
III. INFORMATION FOR BIDDERS	3
A. GENERAL	3
B. SEQUENCE OF EVENTS	4
C. TERMINATION OF PROPOSAL PROCESS	4
D. PREPARATION OF PROPOSALS	5
IV. EVALUATION OF PROPOSALS	5
A. ALTERNATIVE PROPOSALS	6
B. CONTRACT	6
C. CONTRACT STRUCTURE	7
D. PUBLIC INSPECTION	7
E. INDEMNIFICATION	7
F. REQUIRED INSURANCE	8
G. ACCEPTANCE OF DELIVERED MATERIALS AND SERVICES	8
H. WARRANTY	9
I. CRIMINAL PENALTIES	9
J. NON-COLLUSION AFFIDAVIT	10
V. SUMMARY OF GENERAL REQUIREMENTS	11
VI. ATTACHMENTS	12
BID PROPOSAL FORM	13
USER REFERENCES	14
CERTIFICATIONS	15-19

I. GENERAL

The Purchasing Office, National Scientific Balloon Facility, (NSBF) invites interested organizations to submit proposals in accordance with the outline and specifications contained herein. The purpose of this Request for Proposal (RFP) is to obtain an Aircraft Engine Maintenance Plan for (2) two TPE331-10 Turboprop Engines, as installed on Cessna Conquest Aircraft Serial #441-0304/ FAA Registration #N6860C.

Bidder organizations are encouraged to examine all sections of this RFP carefully, to review this document with their legal counsel, and be advised that any contract resulting from the RFP will be subject to review by NMSU/NSBF counsel for legal sufficiency, form, and budget requirements.

Proposals will be evaluated based on best ability to meet or exceed requirements outlined in this RFP.

II. SCOPE OF SERVICES

The National Scientific Balloon Facility, on behalf of New Mexico State University, is seeking proposals from qualified vendors to provide a five year Maintenance Service Plan (MSP) for two TPE331-10 turboprop engines. These engines are installed on a Cessna Conquest Aircraft. Bidders should itemize their responses into the following categories:

I. Enrollment Fees, if any

II. Rate Per Engine Hour

III. INFORMATION FOR BIDDERS

A. GENERAL

This RFP contains specific requests for information. However, in responding, bidders are encouraged to include in their proposals any additional information they believe relevant and valuable, subject to length restrictions. Sales and general promotional material should **not** be included.

Whenever the terms "must," "shall," "will," "is/are required," or "mandatory" are used in this RFP, the subject referenced shall be considered as a mandatory feature to be included in proposal. Failure to address such items in material fashion may result in proposal being held non-responsive, and disqualification from further consideration. The terms "can," "may," or "should" indicate optional features, the omission of which would not necessarily result in disqualification, but which may nonetheless influence evaluation.

Responses to this RFP must state that the proposed terms and offers will remain valid and in effect for at least sixty (60) days after receipt of proposals. Responders may resubmit or revalidate proposals already in the possession of NMSU/NSBF.

B. SEQUENCE OF EVENTS

This schedule is subject to adjustment as appropriate, though NMSU will make every reasonable effort to adhere to the following. In particular, date of award is subject to extension if in the judgment of the CPO it is in the best interest of NMSU to delay for such purposes as proposal clarification, assuring compliance with policies, etc.

	Activity	Responsibility	Date
a	RFP Issued/ Advertised in local paper/ Web site	NSBF Purchasing	October 27, 2004
b	Receipt of Proposals	NSBF Purchasing	November 16, 2004
c	Award of Contract or Rejection of all Proposals	NSBF Purchasing	November 23, 2004

The following is a brief explanation of activities described above.

RFP Issue. A Purchasing Representative will formally issue the RFP.

Receipt of Proposals Copies of proposals and necessary supporting documentation must be delivered to the NSBF Purchasing Office no later than 4:00 p.m., local time, Tuesday, November 16, 2004. Proposal packages must be clearly labeled on the exterior as responses to this RFP, and will be time and date stamped upon receipt by Purchasing. Proposals received after the deadline will not be considered, and bidder is solely responsible for the timely delivery of proposal. Proposals must be signed, with the identity and authority of individual signing stated. Procedural information may be obtained from the NSBF Purchasing Agent, Jamie Kraft at (903)723-8060.

All responses must be addressed to:

Purchasing Department
National Scientific Balloon Facility
PO Box 319
Palestine, TX 75802

Physical Address:
National Scientific Balloon Facility
1510 E FM 3224
Palestine, TX 75803

Award of contract or rejection of proposals: The Purchasing Representative will announce selection of successful bidder or rejection of all proposals on or before **November 23, 2004**.

C. TERMINATION OF PROPOSAL PROCESS

This RFP in no manner obligates NMSU/ NSBF to eventual purchase of any services

whatsoever, until confirmed by written contract. Progress toward that end is solely at the discretion of NMSU/ NSBF and may be terminated at any time without penalty or obligation. NMSU/ NSBF reserves the right to cancel or withdraw this RFP at any time, for any reason, and to reject any or all proposals.

D. PREPARATION OF PROPOSALS

Bidders should prepare three (3) copies of their response. Suggested response format is as follows:

Letter of Transmittal. Identify transmitting organization, and primary contact person for that organization.

Description of Services. Provide a concise, straightforward description of services proposed in a manner that addresses requirements in a logical way, showing the costs of services as specified. The evaluation criteria provide guidance for content of bidder's response.

References. Bidder should list no fewer than three (3) and no more than five (5) references. References where similar services have been provided by the bidder for at least one (1) year, are strongly preferred. (see User References form in attachments.)

Standard Terms and Conditions. Bidder must state any standard terms and conditions the bidder will expect NMSU/ NSBF to consider. Any deviation from proposal specifications must be clearly identified by the bidder. In the event of a conflict between bidder's proposal and the bidder's standard terms and conditions, the proposal will prevail. NMSU/ NSBF may consider but is not bound by any bidder standard terms and conditions. If an impasse occurs, the proposal will be disqualified.

IV. EVALUATION OF PROPOSALS

All responsive proposals submitted by the deadline will be evaluated, but NMSU/ NSBF reserves the right to modify or add criteria, based on responses received.

To be considered responsive, proposal must be received on time, materially satisfy all mandatory requirements identified throughout this RFP, and reasonably and substantially conform to specified requirements and format, as determined by the evaluation committee.

Any and all deviations or exceptions from requirements indicated herein

must be clearly and prominently noted and described in proposal.

Proposal and any supporting documentation are to become part of any contract which ultimately may be issued as a result of this RFP, and any language to the contrary may result in proposal being held as non-responsive, and immediate disqualification from further consideration.

NMSU/ NSBF reserves the right to appoint a committee for the review and evaluation of submitted proposals.

Proposals judged best by the committee may result in bidders being invited to make on-site presentations and answer questions about their proposals, firms, staff, and other factors. Such invitations are at the sole discretion of the NSBF Purchasing Agent.

The evaluation committee will select the proposal, if any, which, in its judgment, is most advantageous to NMSU/ NSBF. NMSU/ NSBF reserves the right to contact any respondent for clarification, as well as any past or present user of bidder's services, whether or not included as a reference by the bidder, and any other source of information about the bidder and their services.

Final evaluation will be based on the following structure:

Technical Qualifications of bidder 15%

Business experience of firm and References 15%

Cost of services, Includes Enrollment Fee and Rate Per Engine 40%

Warranty Provisions 15%

Acceptance of NMSU Terms and Conditions 15%

Score for cost will be calculated as: (Bidder cost/ Lowest responsive cost) x 40%

A. ALTERNATIVE PROPOSALS

NMSU reserves the right to consider or reject, at its sole discretion, any alternate or unsolicited proposals.

B. CONTRACT

The Purchasing Department will contract for the proposed services from selected bidder, if any, with the approval of the NMSU attorney and pursuant to an administrative-approved agreement.

C. CONTRACT STRUCTURE

Term of contract will be for a period of five (5) years. The agreement may be canceled by either party with thirty (30) days written notice.

Payment. NMSU will not accept invoices for goods or services not yet received or rendered. Billing must be work already accomplished, and will be no more frequent than monthly, based on nominal calendar month consistent with the NMSU accounting cycle.

D. PUBLIC INSPECTION

1. **General.** After award, the register of proposals shall be open to public inspection. Each proposal, except those portions for which the offerer has made a written request for confidentiality, shall also be open to public inspection.
2. **Confidential Data.** If a citizen of the State of New Mexico requests disclosure of data for which offerer has made written request for confidentiality, the procurement office shall examine the offerer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offerer protests under Section 13-1-172 NMSA 1978, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
3. **Procedure.** Neither the register of proposals nor the proposals themselves shall be open to public inspection until after award of contract. Offerers may request in writing nondisclosure of confidential data. Such data shall accompany the proposal in such a way as to facilitate eventual public inspection of the non-confidential portion of the proposal.

E. INDEMNIFICATION

The Bidder shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents, or subcontractors. He shall save and hold harmless the REGENTS against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Bidder's operation shall be repaired and/or restored to their original condition at the Bidder's expense, including cleaning and painting.

The Bidder shall abide by the Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board occupation health and safety regulations and any occupation, health and safety regulations of any state where the goods and special services are fabricated or performed that apply to work performed under this Request. The Bidder shall defend, indemnify, and hold the University free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs, and attorney's fees.

F. REQUIRED INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

The contractor shall purchase and maintain statutory limits of Worker's Compensation, and Public Liability and Automobile Liability Insurance as approved by the Regents at the time of signing of the contract. The Regents shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability Insurance shall include at least the following coverage:

Bodily Injury, each person, excluding medical and medically-related expenses.....	\$400,000
Medial and medically-related expenses.....	\$300,000
Bodily Injury, each occurrence, excluding medical and medically-related expenses.....	\$750,000
Medical and medically-related expenses.....	\$300,000
Property Damage, each occurrence.....	\$100,000

Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

NOTE: Certificate Holder should be: **Regents of New Mexico State University**

Certificate of Insurance should be forwarded to:

Central Purchasing Office
New Mexico State University
Box 30001 Dept. 3890
Las Cruces, New Mexico 88003

G. ACCEPTANCE OF DELIVERED MATERIALS AND SERVICES

CEMRC, through its designated representative(s), will be the sole determining judge of whether products or services delivered under the contract satisfy the requirements as identified in the contract.

H. WARRANTY

Bidder understands that the contract will be awarded in accordance with the provisions described in the Request for Proposal and that the Owner reserves the right to reject any or all proposals and to waive any informalities.

The Bidder agrees that this proposal shall be good any may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

I. CRIMINAL PENALTIES

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

J. NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms, and corporations hereinafter being referred to as the Bidder), being duly sworn, on his oath, states that to the best of his knowledge and belief no person, firm, or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of NMSU, or any employee thereof, or any person, firm, or corporation under contract with NMSU whereby the bidder, in order to induce the acceptance of the foregoing bid by said NMSU, has paid or is to pay to any other bidder or any of the aforementioned persons anything of value whatever, and that the bidder has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

Authorized Signature_____
Date_____
Printed Name_____
Subscribed and sworn to before me this
_____ day of _____, 2004

Notary Public in and for County of _____, State of _____.

My commission expires: _____.

V. SUMMARY OF GENERAL REQUIREMENTS

Three (3) copies of proposal, clearly identified, must be submitted to the Purchasing Department, National Scientific Balloon Facility by the deadline.

Proposals must be signed by person authorized by bidder to do so, with name, title, and authority of person signing identified.

Response form and non-collusion affidavit must be signed; affidavit must also be notarized.

Certifications form must be completed and signed.

Proposed terms and costs must be guaranteed firm for a minimum of 60 days after deadline for receipt of proposals.

Termination of Contract for lack of funds must be an acceptable condition.

Proposal must form the basis for any subsequent contract; language to the contrary will result in disqualification.

Proposal must substantially adhere to recommended formats and materially address all major elements of service and considerations identified.

A minimum of three references from outside bidder company must be included.

Proposals should clearly identify functions or costs excluded by Bidder.

VI. ATTACHMENTS

BID PROPOSAL RESPONSE FORM

NSBF PROPOSAL NUMBER: NSBF-2004-RFP-RJF-04

PROPOSAL OF: _____,
(hereinafter called "Bidder") a ___Partnership, ___ Individual, ___Corporation, organized and
existing under the laws the State of _____ , (indicated Corporation,
Partnership, or Individual as applicable) doing business as:

Address: _____

City/State: _____ Zip: _____

Telephone: _____

Con Lic No.: _____

New Mexico In-State Preference No.: _____

Contact Person for Proposal Clarification: _____

Telephone: _____

TO: The Regents, New Mexico State University
Las Cruces, NM (hereinafter called "Owner")
C/O
NATIONAL SCIENTIFIC BALLOON FACILITY
P.O. Box 319
Palestine, TX 75802

Gentlemen:

The Bidder in compliance with your Request for Proposal for an Aircraft Engine Maintenance Service Plan (MSP), has examined the Proposal Documents and being familiar with all of the conditions surrounding the work required, hereby proposes to provide a MSP for the aircraft engines specified in this proposal at the prices stated.

BASE PROPOSAL:

Bidder agrees to perform all of the work for the Aircraft Engine Maintenance Service Plan as described in the Request for Proposal Documents for the fees show on the attached cost evaluation form.

USER REFERENCES

In order to facilitate evaluation of bidder's capability and experience in providing the type of services outlined in this Request for Proposal, bidder's are required to furnish at least three, but no more than five appropriate references. References from any parent, subsidiary, branch, or other organization related to bidder organization except by contract shall not be submitted. NMSU reserves the right to contact, and consider in the evaluation information from, any other present or former client or customer of bidder, regardless of whether listed.

For each bidder, provide the name of the agency, firm, or institution, the name, telephone number, and address of contact person(s), a list or brief description of the type of services provided, the contract structure or type (e.g., guarantee charge, full-service, etc.) and the date(s) this service was begun. The format outlined below is suggested.

ORGANIZATION: _____

CONTACT PERSON(S): _____

(Name and title) _____

TELEPHONE: _____ FAX (IF AVAILABLE): _____

ADDRESS: _____

SERVICES PROVIDED: _____

THESE SERVICES HAVE BEEN CONTINUOUSLY PROVIDED TO THIS CUSTOMER
SINCE: _____

CERTIFICATIONS

☒ **K-16 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

Applies if Procurement is over \$25,000

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The offeror and/or any of its Principals--
- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ or not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

END OF PROVISION

☒ **K-20 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

Applies if Procurement is over \$100,000

- (a) The offeror certifies that--
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*:
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a) (3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

END OF PROVISION

☒ **K-18 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

Applies if Procurement is over \$100,000

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-312, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract award at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by the provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

END OF PROVISION

SIGNATURE CERTIFICATION SHEET

Complete, sign and return with Invitation For Bid (IFB), Request For Proposal (RFP), Request For Quote (RFQ), or in connection with any Purchase Order (PO) issued to your company.

Name and Address of Company Submitting Bid/Proposal or Quote (Street, City, State and ZIP Code) (Type or Print)	Area Code and Telephone Number
Signature of Person Authorized to Sign Bid/Proposal or Quote	Date of Bid/Proposal or Quote
Signer's Name and Title (Type or Print)	Purchase Order Number